Your AGL Wi-Fi Modem Warranty

1 Important information

1.1 About this document

This document sets out important information about the **Comnect DS244WTV** modem you've purchased from us (your **Modem**). Keep it in a safe place.

The warranty in this document only applies to your Modem when purchased from us. If you have a different product, whether purchased from us or someone else, the manufacturer of that product may have a different warranty.

For more information about our products and services, see our Customer Terms at **agl.com.au/customerterms**. This document applies in addition to the Customer Terms.

1.2 Your Australian Consumer Law rights

The benefits given under this document are in addition to other rights and remedies that you may have under law. Our goods come with guarantees that can't be excluded under the Australian Consumer Law. You're entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You're also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure doesn't amount to a major failure.

1.3 We're always here to help

The warranty set out in this document is given by Southern Phone Company Limited (trading as AGL Telecommunications) ABN 42 100 901 184 of 6 Page Street, Moruya, NSW 2537 (**we, us, our**).

If you have any questions about this warranty, would like to make a claim, or for more details about our products and services, visit **agl.com.au**, or call us on **1300 361 676**.

2 About the Warranty

2.1 A quick overview

The warranty set out in this document covers any defects in workmanship and materials in the Modem that we sold to you. It applies during the Warranty Period set out below.

If your Modem is still covered by the Warranty Period and isn't subject to one of the Warranty Exclusions, you can send your Modem back to us and we'll replace it with an identical, or similar, modem at no cost to you. See the warranty procedure set out at section 2.4.



2.2 The Warranty Period

The Warranty Period is 12 months from the date you purchase your Modem. If you purchase your Modem on a Device Payment Plan (see section 2.4), the Warranty Period will start on the date we send you the Modem.

2.3 If the Warranty Period ends, or a Warranty Exclusion applies

Whether or not you are on a Device Payment Plan, if the Warranty Period ends, or a Warranty Exclusion applies, and your Modem needs to be replaced or repaired, you may:

- (a) purchase a replacement modem from us, at the price we tell you;
- (b) sign up to an offer which includes a similar compatible modem; or
- (c) buy your own compatible modem.

In some cases, including where the Warranty Period has ended, you may still have rights under the Australian Consumer Law that continue to apply. This section doesn't prevent you from exercising those rights.

2.4 If my Modem is on a Device Payment Plan

If you purchased or received your Modem as part of a device payment plan or any other arrangement where the full cost of the modem isn't considered fully paid until the end of the period set out in your Agreement with us (a **Device Payment Plan**), the warranty in this document will apply, subject to the Warranty Exclusions.

In the event a Warranty Exclusion applies and you take up an option under section 2.3, you can keep the Modem, but if there are payments remaining you'll need to continue paying for that Modem until the Device Payment Plan period ends.

3 Making a warranty claim

To make a claim under the warranty in this document, you must:

- (a) contact us on 1300 361 676 as soon as you can about the issue, providing details of the error or defect and the circumstances that led to it arising (see our contact details at section 1.3);
- (b) we will work with you to troubleshoot any issues; and
- (c) if the issue is not resolved and it is determined there is a claim under the warranty in this document, we will send you a replacement modem with a return authority mailing label for you to return the defective Modem.

4 When the warranty doesn't apply

Your Modem won't be covered by the warranty in this document if the defect, fault or damage arises as a result of any of the following **Warranty Exclusions**:

- (a) general wear and tear, not arising from a defect in workmanship or materials;
- (b) the Modem is used with goods or services not supplied by us;
- (c) mistreatment, misuse, abuse, accident, negligence or failure to maintain the Modem by you or someone else;
- (d) unauthorised modifications, alterations or use of the Modem against our reasonable directions or documentation; or
- (e) an external event that's outside our control (eg fires, flood, power surges).

In some cases, you may still have rights under the Australian Consumer Law that continue to apply. This section doesn't prevent you from exercising those rights.